

**Data Entry Services
RFP # 317.03-110**

**Responses to Written Comments
RFP Amendment 1
RFP Amendment 1, Attachment A**

Item #	Question	Response
	Note: in the questions that follow, any vendor's restatement of the text of the Data Entry Services Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.	
		<p>The responses listed below, and in particular the responses related to volume of activity, are approximations or estimates based upon surveying three State agencies: the Departments of Health, Revenue, and Safety. However, the responses make no representations, either stated or implied, about the future State use of Data Entry Services.</p> <p>It is the State's intent that other agencies may and will use the Data Keying Services contract in the future.</p>
1.	Has this job ever been up for bid before? Was this job ever up for bid before?	<p>A State RFP for this service was issued April 6, 1999, and was followed by the awarding of a contract beginning July 1, 1999.</p> <p>Vendors may review records of previous RFPs by contacting the RFP Coordinator and scheduling an appointment to review the files. Such reviews will take place at the address given in RFP Section 3.1.</p>
2.	What was the last bid price? What was the criteria (keystrokes, documents, hourly)? What was the criteria (hourly, keystrokes, documents)?	The previous/current contract for this service has a billing rate of \$1.35 per one thousand (1,000) keystrokes.
3.	Who was the last vendor?	The previous/current vendor for this service is Knoxville Computer Corporation, Seymour, Tennessee.
4.	Is there a mandatory bidders conference? When? Where?	No.
5.	Do you have sample documents and program outlines? This helps us determine keystroke count. Will you please provide us with sample documents and program outlines?	The RFP Coordinator will fax sample documents to the vendors that have submitted <i>Letters of Intent to Propose</i> by the required deadline. Vendors should expect to receive the faxed samples at approximately the same time that these <i>Responses to Written Comments</i> are posted on the RFP website. The documents provided are examples only, and do not represent all documents that may have to be keyed in the future.
6.	What is the approximate volume of documents per year? What is the approximate volume of documents expected per year?	See Item #11.

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7.	Is overseas work allowed?	No. See Item #12, below.
8.	Please identify the specific addresses of the agencies where the vendor will be required pick up and deliver source documents under the contract resulting from this RFP.	Currently, documents will be picked up at State offices throughout Nashville. However, the services could expand to require pick-ups at State offices statewide.
9.	Is there a vendor who currently provides this service to the State; if so please provide the vendor's name and the contracted price for the service?	The current provider of this service is Knoxville Computer Corporation, Seymour, Tennessee. The contracted price is \$1.35 per one thousand (1,000) keystrokes.
10.	If the price for the data entry work under an existing contract is per keystroke, please provide the number of keystrokes that have been invoiced per year and YTD by the existing contracted vendor? If there is no current data entry contract for this work, please estimate the number of keystrokes per year that this work will require. We do not expect that you would guarantee a specific amount; however, an estimate would be most helpful in determining the lowest price to charge for the service.	<p>Safety – FY 02/03 Safety was invoiced for 71,356,140 keystrokes.</p> <p>Health 7,359,592 keystrokes were invoiced in FY 02/03. Health predicts that approximately 48,126,113 keystrokes will be invoiced in FY 03/04.</p> <p>Revenue – For 2003, Revenue sent approximately 10,000 Hall Income tax forms to be keyed during May & June. Income forms average 259 keystrokes each. Revenue cannot predict a minimum or maximum number of documents per year. Vendor work volume will depend on the number of tax documents received by Revenue in April and October.</p> <p>The State anticipates future volume increases as a result of additional agencies making use of the Data Entry Services contract, however the State cannot predict the size of this increase.</p> <p>Note: the State fiscal year runs from July 1 to June 30; so FY 02/03 ran from July 1, 2002 to June 30, 2003.</p>
11.	If possible, please provide an estimate of the number of documents that will result from this contract. This question relates to all of the agencies that may be using the service under the contract, and particularly the Division of Vital Records, which has the shorter turnaround time. This number is important factor used to determine the handling effort and transportation required to transport the documents from the various agencies to our production location.	<p>Safety – Three (3) document types</p> <p>Citations – 6154 per week Disposition – 4652 per week Returned License Listings – 500 per week</p> <p>Citations (single offense) – average 214 ks Citation (multiple offense) – average 294 ks Disposition (single offense) – average 128 ks Disposition (multiple offense) – average 150 ks per record Returned License Listings – average 116 ks per transaction. There may be anywhere from one to fifty transactions per page.</p> <p>Health – Death 1,150/week 60,000 calendar year 2002 Average 175 ks per record Marriage 1,350/ week 76,000 calendar year 2002 Average 94 ks per record Divorce 500/week</p>

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		<p>30,000 calendar year 2002 Average 95 ks per record Induced Termination of Pregnancy (ITP) 500/batch 15,000 calendar year 2002 Average 82 ks per record</p> <p>Revenue – For 2003, Revenue sent approximately 10,000 Hall Income tax forms to be keyed during May & June. Income forms average 259 keystrokes each. Vendor work volume will depend on the number of tax documents received by Revenue in April and October. Revenue cannot predict a minimum or maximum number of documents per year. Vendor work volume will depend on the number of tax documents received by Revenue in April and October.</p> <p>Note that the volumes presented above are approximations or estimates for the three agencies listed; these figures do not make any representation, stated or implied, about future increases or decreases in volumes as a result of agencies changing their usage patterns or new agencies using the contract.</p>
12.	Based on the sensitivity of the source documents themselves as well as the information which they contain, will the State allow keying to be accomplished outside the continental United States, and also will it be permitted for images of the documents to be transmitted electronically to a location outside the continental United States for keying?	The State will <u>not</u> allow the sending of documents, in any form, imaged or otherwise, or allow data keying to occur, outside the continental United States.
13.	If the vendor picks up the source documents with its own vehicle and driver will the documents be boxed or in a container that the vendor may use in transporting them to its production location, and will the documents be batched and/or a count as to the number of documents contained within the box or container be noted on or within the container? Will the packing containers be provided by the State's agencies or will the vendor be responsible for supplying them?	<p>Safety – Safety will batch and box the documents. Each batch of work will contain a batch cover sheet, which will specify the beginning and ending document control numbers as well as the total number of documents in the batch. Batches will be bound with paper clips, staples, or rubber bands. A batch could consist of a few documents or up to 100 documents per batch. All batches will be in a box with lids secured with wrapping tape.</p> <p>Health – Health will batch and box the documents. Each batch of work will contain a batch cover sheet, which will specify the beginning and ending certificate numbers, as well as the total number of documents in the batch. Batches will be bound with rubber bands. Batch size will vary, typically not exceeding 600 documents per batch. All batches will be in a box with lids secured with wrapping tape, ready for pick-up</p> <p>Revenue – Revenue will batch and box the documents. Each batch of work will contain a batch cover sheet, which will specify the beginning and ending</p>

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		document locator numbers as well as the total number of documents in the batch. Batches will be bound with paper clips, staples, or rubber bands. All batches will be in a box with lids secured with wrapping tape. Revenue keeps a log of all tax returns sent and all tax returns keyed and returned.
14.	The RFP states that pick up of documents will occur at least once per week and no more often than twice per week. Is it anticipated that pick up(s) will occur on a mutually agreeable schedule that is coordinated with the agencies, or will the pick up be strictly “as called” by each agency?	<p>Safety – Safety will set up a mutually agreeable schedule, not to exceed twice per week.</p> <p>Health – Health will set up a mutually agreed upon schedule, not to exceed twice per week.</p> <p>Revenue – Pick up will be strictly on an “as called” basis, not to exceed two per week. Revenue reserves the right not to have any pickups within a given timeframe, depending on business activity.</p> <p>Note that the contractual limit of “twice-a-week,” as stated in <i>Pro Forma</i> Contract A.6, applies to each agency independently. In other words, no one agency will exceed two pickups, but there might be more than two pickups total if two or more agencies are on different schedules in different physical locations. See attached RFP Amendment 1, for an amendment to Contract Section A.6.</p>
15.	Would a courier service such as FEDEX, or UPS be an acceptable method of pick up and delivery of the documents? If so, would the agencies employees place the documents in box(es) provided by the vendor, seal them, and affix preaddressed shipping labels provided by the vendor to the containers?	<p>No. Commercial carriers will not be allowed to transport documents.</p> <p>Document transportation may be performed by licensed and bonded employees of the Contractor or State-approved subcontractors. These employees will be required to sign the agency’s own confidentiality agreements. The Contractor or subcontractor will be required to sign the <i>HIPAA Business Associate Agreement</i> (RFP Attachment 9.7). The Contractor, subcontractors, and their employees will also be required to comply with all confidentiality requirements of the RFP and Contract.</p> <p>Examples of typical agency confidentiality agreements are attached (see RFP Amendment 1, Attachment A).</p> <p>Revenue – All employees who handle Revenue tax documents sign a confidentiality statement stating they understand the penalties as described by law for accessing or disclosing any tax return, tax information, or tax administration information. It would not be possible to obtain disclosure statements from all courier service employees who handle our tax returns. Revenue boxes and prepares all documents to be sent via courier.</p>
16.	Paragraph 5.2.2.1 uses the words “written confirmation” and 5.2.2.2 uses the words “written certification” for which a form is supplied to make this certification. In regards to paragraph 5.2.2.1, will a statement in the body of the proposal referencing and restating this requirement	<p>With regard to RFP Section 5.2.2.1, a statement will suffice. There is no separate form for this response.</p> <p>The response to RFP Section 5.2.2.2 must be submitted on the form that appears as RFP Attachment 9.1.</p>

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	be sufficient to comply with this requirement or is there a form required for this confirmation?	
17.	<p>[Ref. <i>Pro Forma</i> Contract Section A.2]</p> <p>[a] What is the expected number of documents per year?</p> <p>[b] How many different types of documents will be part of the awarded contract?</p> <p>[c] What are the dimensions of the documents that need verified?</p> <p>[d] Do the documents need to be indexed for review purposes?</p> <p>[e] Are there check point documents to verify the number of documents sent and to rectify the number of documents received?</p> <p>[f] What is the average amount of fields per form that need to be keyed or verified?</p> <p>[g] What is the likely condition of all document types?</p> <p>[h] What will be the procedure for dealing with illegible documents?</p> <p>[i] How many different types of agencies will be part of the awarded contract?</p> <p>[j] Where are the various agencies located in the state? (Address / Zip Codes)</p>	<p>[a] Safety – See Item #11.</p> <p>Health - See item #11 for document types, counts, and anticipated keystrokes.</p> <p>Revenue – See item #11. Revenue cannot predict a minimum or maximum number of documents per year. Vendor work volume will depend on the number of tax documents received by Revenue in April and October.</p> <p>[b] Safety – three (3) document types</p> <p>Health - See item #11 for document types, counts, and anticipated keystrokes.</p> <p>Revenue – one (1) document type</p> <p>[c] See Item #43.</p> <p>[d] Safety – Safety assigns a document control number to each batched document. The Contractor must key and verify this document control number for each document.</p> <p>Health – Health assigns certificate numbers to each batched document. The Contractors must key and verify this certificate number for each document.</p> <p>Revenue – Revenue assigns a document locator number to each batched document. The Contractor must key and verify this document locator number for each document.</p> <p>[e] Safety – Safety creates a batch cover sheet for each batch that has the beginning and ending document control number for that batch. Safety uses this internally to make sure that all documents sent were keyed and verified.</p> <p>Health – For each batch Health creates a batch cover sheet, which specifies beginning and ending certificate numbers for each batch.</p> <p>Revenue – Revenue creates a batch cover sheet for each batch that has the beginning and ending document locator number for that batch. Revenue uses this internally to make sure that all documents sent were keyed and verified.</p> <p>[f] Safety – Citations (approximately 29) Dispositions (approximately 12) Returned Licenses (approximately 6)</p> <p>Health - See item #11 for keystroke estimations;</p>

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		<p>these vary per document type.</p> <p>Revenue – Hall Income Return</p> <p>Approximately 27 fields</p> <p>[g] Safety – Original documents, good condition. Trooper dispositions are carbon copies.</p> <p>Health - Original documents, mostly computer generated</p> <p>Revenue – good condition</p> <p>[h] The Contractor must pull illegible documents and put them at the front of each keyed batch with a note to explain the problem.</p> <p>[i] The State cannot predict this. There are currently fifty (50) State agencies that could potentially use this service.</p> <p>[j] Currently Nashville. See also Item #8.</p>
18.	<p>[Pro Forma Contract Section A.5]</p> <p>[a] Are there seasonal forms that may require increased production?</p> <p>[b] Will volumes increase through the months of October through April due to year end data?</p> <p>[c] Are there any rules governing documents leaving the state?</p>	<p>[a] Safety – No</p> <p>Health – No</p> <p>Revenue – Revenue cannot predict a minimum or maximum number of documents per year. Vendor work volume will depend on the number of tax documents received by Revenue in April and October.</p> <p>[b] Safety – No</p> <p>Health – No</p> <p>Revenue – Revenue cannot predict a minimum or maximum number of documents per year. Vendor work volume will depend on the number of tax documents received by Revenue in April and October. Revenue reserves the right not to send any records for keying at any time of the year.</p> <p>[c] Safety - Not aware of any, apart from confidentiality requirements of the RFP and <i>Pro Forma</i> Contract.</p> <p>Health - Not aware of any, apart from the confidentiality requirements of the RFP and <i>Pro Forma</i> Contract.</p> <p>Revenue – Out-of-State data entry of documents is allowed pursuant to Tennessee Code Annotated (TCA) 67-1-1704(c). The vendor may access TCA at the website: www.michie.com.</p> <p>Confidentiality requirements of the RFP and <i>Pro</i></p>

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		<i>Forma</i> Contract also apply. See also Item #12.
19.	[ProForma Contract Section A.6] What are acceptable means of pick up and delivery?	See Item #15.
20.	[ProForma Contract Section A.7] Can the delivery of the ASCII code be submitted through a secured internet connection prior to the delivery of physical forms?	Yes.
21.	[ProForma Contract Section A.10] Are there any attachments to the documents?	Safety – Some documents in a batch may have an attachment, but most would not. Health – No Revenue – Yes, there are attachments with the documents.
22.	[ProForma Contract Section A.11.3] [a] Are there any late clauses or penalties that we should be aware of? [b] What is considered a reasonable time frame for disaster recovery?	[a] There are no specific late clauses or penalties. However, if the contractor fails to fulfill its contractual obligations, the State may choose to terminate the contract for cause as described in Pro Forma Contract Section D.4. [b] ASAP, but not beyond a two-week maximum.
23.	[ProForma Contract Section B.1] [a] Is there an existing contract for these services? [b] Who are the competing participants in this RFP?	[a] Yes. See Item #9, above. [b] In accordance with State policy, this information cannot be made available at this time. However, after the “Deadline for Submitting a Proposal . . .” listed in RFP Section 2, upon written request, the State will supply a list of the vendors that have submitted proposals.
24.	How will the individual agencies communicate instructions on the individual jobs?	Safety – Safety will provide written documentation for each document. Health – Written keying instruction will be provided. Contact individuals will be designated Revenue – Revenue will provide written instructions for Hall Income tax forms.
25.	Per A.8, “The Contractor shall maintain control, security and confidentiality...”, what are the security and confidentiality requirements?	These requirements are specified in several sections of the RFP, including Contract Sections A.8, A.11.2, A.11.5, E.7, E.8, and RFP Attachment 9.7. Most agencies will require the Contractor and contractor staff to sign agency-specific confidentiality agreements, in addition to the confidentiality requirements stated in the RFP and Contract. Samples of such agreements are attached (see RFP Amendment 1, Attachment A). The Contractor is subject to State monitoring for compliance with confidentiality requirements, as stated in <i>Pro Forma</i> Contract Section D.9. Contract Section D.15 requires contractor compliance

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		with Federal and state laws. This includes applicable confidentiality laws such as HIPAA and State revenue statutes.
26.	Is the confidentiality statement referred to in subsection A.11.5, the same as HIPAA BUSINESS ASSOCIATE AGREEMENT and if not can an example be provided?	No. Health has its own confidentiality agreement, a sample of which is attached. Furthermore, individual agency-specific confidentiality agreements may differ. In addition, some agencies may <u>not</u> have their own confidentiality forms. Please see the attached examples (RFP Amendment 1, Attachment A).
27.	Is it mandatory that all associated cost (e.g. Pickup and Return, Document Preparation, CDs written) be amortized into a cost per one keystroke?	Yes.
28.	What is the current volume of work that is being executed at this time?	See Item #11.
29.	What is the expected increase or decrease over current volumes	<p>Safety – No increase or decreased anticipated.</p> <p>Health –Volume does fluctuate annually up and down. Calendar year 2003 is down from 2002</p> <p>Revenue – Revenue cannot predict a minimum or maximum number of documents per year. Vendor work volume will depend on the number of tax documents received by Revenue in April and October.</p> <p>Given that the Data Entry Services contract is for overflow keying, that agencies may change their usage of the contract over time, and that new agencies may begin to use the contract in the future, the State cannot predict increases or decreases in usage for this contract.</p>
30.	Alternately, what is the expected volume(s) under this contract?	See Item #11.
31.	Is there a minimum volume per work assignment?	State agencies cannot predict the minimum volume per work assignment; however, State agencies will make an effort to maximize their batch sizes.
32.	Is there a minimum volume of data per CD written and delivered?	<p>Safety – Safety does not accept CDs. Files can be accepted as flat files via FTP (File Transfer Protocol) or email. All email transmissions of data must be encrypted. The Contractor will send separate email notifications when files have been transmitted to the State.</p> <p>Health – Health does not accept CDs. Files can be accepted as flat files via FTP or email. All email transcriptions of data must be encrypted. The Contractor will send separate email notifications when files have been transmitted to the State.</p> <p>Revenue – Revenue does not accept CD's. Files are accepted as flat files via FTP. The Contractor will send separate email notifications when files have</p>

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		been transmitted to the State. Revenue will not accept actual keyed data via email.
33.	What is the maximum annual volume under this proposal?	The State cannot predict the annual usage under this contract. There is no cap on the annual usage volume. There is a cap on the maximum value of the contract, which will be specified in Contract Section C.1 at the time of contract execution. Spending against the contract cannot exceed this amount during the term of the contract. If the spending nears this cap, at the State's option, the contract may be amended for additional funding.
34.	What happens if you reach the maximum annual volume before the end of period?	See Item #33.
35.	How many potential locations are there where it may be required to pickup and return documents (P&R)?	See Item #8.
36.	Is it expected that pickup and return could be anywhere in the state?	See Item #8.
37.	Are there a minimum number of keystrokes per job or per form for each P&R?	See Items #11 and #31.
38.	Can a parcel service (e.g. UPS or FedEx) or a bonded courier be used for P&R?	See Item #15.
39.	How will the source material be packaged and how much time will be required for each pickup (e.g. will the source material be boxed, bound, loose, in file folders, in cabinets to be manually retrieved by file or from?)	See Item #13.
40.	Is there any State inter-agency mail or courier service that can be utilized to centralize the pickup and return of documents?	No.
41.	Will the source documents be bound, stapled, loose, forms, or files?	See Item #13.
42.	Is the source data on one or two sided documents?	Safety – two documents types are one-sided One document type is two-sided Health – all documents one-sided Revenue – source data can be on one-sided or two-sided documents.
43.	What is the typical physical size and maximum physical size of source documents or forms?	Safety – most documents are 8 ½ by 11. Health – Death 8 ½ X 11, all others 5 ½ X 8 ½ Revenue – documents are 8 ½ by 11.
44.	Will source documents have colored backgrounds and if so what percent is to be expected and what colors are to be expected?	Safety – Ticket disposition data is on yellow background. Other documents have white background. Health – All white Revenue – All documents have white backgrounds.

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45.	Will data on source documents (data to be keyed) be machine-generated alph-numeric (e.g. typewritten, computer output data) or hand written?	Safety – combination of both. Health – combination of both. Revenue – combination of both.
46.	If both are to be expected, what is the percentage expected of each?	Safety – Ticket citations/disposition – Pre-printed form, filled out 99% by hand Returned licenses – 99% computer generated Health – Death 90% computer generated Marriage/Divorce 60% computer generated ITP all handwritten Revenue – can be any combination.
47.	If handwritten, what media can be expected (e.g. Black/Blue ballpoint, pencil, felt-tip or marker)?	Safety – Ticket citations – most would be black ballpoint Ticket dispositions – data on front would be carbon of the citation. Data on back would be mostly black ballpoint or rubber-stamped. Health – Black or blue ink Revenue – black/blue ballpoint.
48.	If stapled and document preparation necessitates the removal of staples will re-stapling be required?	Safety – batch would contain no stapled documents (as a rule). Health – NA; Single-page documents only. Revenue – Re-stapling or re-binding will be required.
49.	Will source documents be dispersed in within documents or folders “no-data entry” documents (e.g. will someone have to look through an entire file to parse the necessary information to key)?	Health, Safety, and possibly other agencies – Documents to be keyed will in some cases have attachments, or supporting documents that will not be keyed, but otherwise the documents will not be interspersed. Each document to be keyed will contain a tracking number of some sort; i.e. certificate number, document locator number, or document control number. The Contractor must key this number. Attachments or supporting documents will not have tracking numbers and will not be keyed. Revenue – Each tax form and all attachments have document locator numbers. Not every tax form will have attachments. The vendor will only key the document locator numbers and information for the tax form. The attachment and their numbers will not be keyed.
50.	What is the typical mix of numeric and alpha for data entry?	Safety – approximately 50-50 Health – Death approximately 60% alpha Marriage/Divorce 80% alpha Revenue – approximately 50-50
51.	How is the accuracy level measured (keystroke, word, form)?	See Item #53.

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52.	Who determines if accuracy service levels are met?	The individual State agency for which the data entry is performed.
53.	Can you clarify what constitutes “data verification” keystrokes and their treatment for billing purposes?	<p>The Contractor must verify data by re-keying the data that has been previously entered to verify the accuracy of the original entry. This is an industry standard.</p> <p>State agencies will provide the Contractor with data entry specifications for each document keyed, which may include data edits that the Contractor must program into its data keying system. In some cases, for example, the Department of Revenue, numeric fields may not have to be re-keyed, if they pass math edits.</p> <p>It is assumed that the original keyer may make and correct mistakes, recording additional keystrokes in the process. The same applies to the person re-keying the document: he or she may make and correct mistakes and record keystrokes accordingly. Data verification keystrokes include both scenarios, and may be defined as all keystrokes required to ensure that the data returned to the State accurately reflects the data the State sent to be keyed. Data verification keystrokes may be billed to the State.</p> <p>The Contractor must produce a weekly accuracy rate report and provide this report to the State, at the State’s request. At a minimum, this report will state the total number of documents keyed and the keystroke figures used to calculate the reported accuracy rate. Each agency is thoroughly familiar with its documents and will run data edits and other data manipulations to detect errors in the data keyed. If there are, in the judgment of the State agency, significant deviations from the averages, or if the accuracy report indicates contractor non-compliance, the State agency reserves the right to take additional monitoring and corrective steps. Failure of the Contractor to meet its contractual obligations may result in termination of the Contract.</p>
54.	Do you have samples of the forms you need data entered? If so, we need copies.	See Item #5.
55.	What were the prior year quantities in forms, keystrokes, and quality percentages?	See Items #11 and #53.
56.	Who is the incumbent data entry vendor?	See Item #9.
57.	What is the expiring keystroke price for this service	See Item #2.
58.	What are the agencies/departments with their addresses for whom the data entry services have to be provided?	This service may potentially be used by any of the fifty (50) State agencies. The agencies currently using these services are located in Nashville. However, services could expand to require pick-ups statewide.
59.	With reference to 4.2 (Page 10) - it is mentioned that the work has to be performed at Contractors location but all	While the majority of the work will be performed at the Contractor’s location, there will be some work that will

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	work performed on the states premises shall be completed during the states standard business hours. What work is it referred to be completed at States premises?	occur at State sites; for example, familiarizing the vendor with data forms/data elements to be keyed.
60.	Clause 4.2 (Page 10) – Can the vendor use his data entry centers outside the country.	See Item #12.
61.	Is it allowed to do the scanning of the paper documents received from various agencies/departments for image lookup data entry? If yes, whether the documents given by various agencies will be loose or bound or stapled. Is it allowed to open the bound or stapled documents?	Yes, imaging of paper documents is allowed. However, these images may not be sent outside the continental United States. The contractor may keep these images on file up to thirty (30) calendar days after completion of the work; at this point the Contractor must dispose of the images. Contractor is legally responsible for all data images in accordance with the Contract and RFP. Paper documents could be loose bound, bound with rubber bands, paper clipped, or stapled. If documents are disassembled for imaging, they must be reassembled in their original form prior to returning them to the State agency.
62.	As only overflow work will be given to contractor, what is the minimum and maximum volume (in keystrokes) expected per day/week/month from each agency/department?	See Item #11.
63.	What is the volume of work handled by TRICOR for the past 2-3 years and the over flow. If TRICOR has not handled for the last 2-3 years, what is the total volume of work (in Keystrokes) for the last 2-3 years?	Safety – a majority of the data entry processing that cannot be entered by our in-house data entry section has been keyed by TRICOR. For FY02, Safety was invoiced for 583,571,428 keystrokes. For FY 03, Safety was invoiced for 480,357,425 keystrokes. Health – See Item #11. Revenue – See Item #11.
64.	Shall the data entry job given to contractor remain consistent through out the year?	Safety – The volume of work usually is consistent each week. Health – Yes, it is consistent throughout the year. Revenue – Revenue cannot predict volume fluctuations throughout the year. Vendor work volume will depend on the number of tax documents received by Revenue in April and October.
65.	How will be the data provided to the contractor? Will the documents given for data entry be paper based or can be in electronic format also?	See Item #13.
66.	Whether paper based documents provided to contractor will be machine printed or hand written or mixed?	See Items #45 and #46.
67.	If the hand written documents are not legible, who will be responsible for exception handling?	See Item #17, Response [h].
68.	How many different formats or different type of documents are expected from various	See Items #11; and #17, Response [b].

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	agencies/department?	
69.	Is available Data/Date Entry in English only or in other languages also? If yes, please specify the other languages	English only.
70.	We assume that a standard common software for data entry shall be provided by the state. Confirm.	The State will not provide any software to the Contractor. However, each State agency will provide written data entry specifications/instructions specific to its documents.
71.	Clauses 3.12 (Page 7) - Does the Contractor have to spell out possible sub-contractors in the proposal itself or can approach the state and obtain permission at the time of possible engagement of a subcontractor?	<p>In accordance with RFP Section 5.2.1.5, the Proposer must name, in the Proposal, any subcontractor(s) that, at the time of making the Proposal, it knows it intends to use.</p> <p>Subcontractors may be added after Contract award in accordance with RFP Section 3.12 and <i>Pro Forma</i> Contract Section D.5, as amended (see attached RFP Amendment 1).</p> <p>State agencies will require Contractors, subcontractors, and their employees to sign the <i>HIPAA Business Associate Agreement</i> (RFP Attachment 9.7 and/or the agency's specific confidentiality agreements. Contractors, subcontractors and their employees will also be required to comply with all confidentiality requirements of the RFP and Contract. See attached examples of agency confidentiality agreements (Amendment 1, Attachment A).</p> <p>Revenue – All employees who handle Revenue tax documents sign a confidentiality statement stating they understand the penalties as described by law for accessing or disclosing any tax return, tax information, or tax administration information.</p>
72.	Will tabs/shift/space additional keys etc be counted as valid keystrokes in data entry job?	Field to field movements, such as space bars, tabs, or carriage returns, may be counted as keystrokes. The shift key may not be counted.
73.	Clause A.2 (page 22) 99.5 % accuracy - Will it be per job basis or on weekly/monthly work per department.	See Item #53.
74.	Clause A.5 (Page 22) refers to 7 days processing time – Is it including or excluding the day data is given and delivered? Does the 7 days refer to working days or includes weekends/holidays as well. What happens if the delivered date happens to be a holiday?	The day of pickup is excluded. Only working days will be considered, no holidays considered. Delivery/pickup will be the next working day following a holiday.
75.	Clause A.5 (page 22) –refers that contractor shall provide pick and delivery as required – [a] As required by the Contractor or the Department? [b] Also confirm if this clause means that a contractor can approach a department maximum two days ONLY in a week to pick and drop off.	<p>[a] <i>Pro Forma</i> Contract Section A.5 means as required by the State agency for which the data entry work is being performed.</p> <p>[b] As Section A.6 (as amended) states, two pick-up days per week is the maximum for any one agency. At the vendor's option, the vendor may provide more frequent pick-ups, at no additional cost to the State. See attached RFP Amendment 1.</p>

Item #	Question	Response
76.	Clause A.11 (Page 23) What would be the communication media to transmit the data to mainframe or designated server? Will it be a dial up or leased line connectivity? Whose responsibility it shall be in terms of data compatibility with the mainframe? What are the mainframe details – Type/OS/Database etc?	See Item #32.
77.	Clause C (Page23) what are the Payment terms - days? If it varies with different departments what is the minimum and maximum days?	See Pro Forma Contract Section C.3, as amended. Payment terms will vary from State agency to State agency; however, during the normal course of business, minimum and maximum turnaround times will be approximately thirty (30) calendar days and forty-five (45) calendar days, respectively, from the date of receipt of invoice. See attached RFP Amendment #1.

**Data Entry Services
RFP #317.03-110**

RFP Amendment 1

1. Delete *Pro Forma* Contract Section A.5 in its entirety and replace it with the following:
 - A.5. The Contractor shall provide seven (7) days processing time from pick up to return of keyed electronic data and physical documents.
2. Delete *Pro Forma* Contract Section A.6 in its entirety and replace it with the following:
 - A.6. The Contractor shall provide pick up and delivery as required, but not to exceed twice-a-week, per State agency.
3. Add the following as *Pro Forma* Contract Section A.12:
 - A.12. The Contractor must maintain electronic copies of all keyed data for at least thirty (30) calendar days from the data entry date. At the expiration of this retention period, the Contractor shall erase or other wise properly dispose of the retained data.
4. Add the following as *Pro Forma* Contract Section A.13:
 - A.13. In accordance with the policies of individual State agencies, the Contractor, State-approved subcontractors, and their employees may be required to sign HIPAA Business Associate Agreements (if applicable) and/or State agency confidentiality agreements, in addition to complying with the confidentiality requirements stated herein and in the RFP.
5. Delete the third paragraph of *Pro Forma* Contract Section C.3 in its entirety and replace it with the following. All other paragraphs of Section C.3 remain as written:

At a minimum, each invoice submitted shall clearly indicate the number and types of documents keyed, the number of keystrokes, the cost per keystroke specified above, and the total dollar amount that the contractor is invoicing. The keystrokes required for data verification purposes will be included in the total number of keystrokes counted.
6. Delete *Pro Forma* Contract Section D.5 in its entirety and replace it with the following:
 - D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Confidentiality of Records," and "HIPAA Compliance" [as applicable] (sections D.6., D.7., E.7., and E.8.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

**Department of Health
Sample Confidentiality Agreement**

VENDOR NAME

CONFIDENTIALITY STATEMENT

By signing below, I am acknowledging my awareness of the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and acknowledge and understand that, as an employee of a contract vendor of the Tennessee Department of Health, I am prohibited from releasing to any unauthorized person any protected health information which may come to my attention in the course of my duties. I have received instruction on the terms confidentiality of protected health information as related to HIPAA.

Moreover, I acknowledge and understand that any breach of confidentiality, patient or otherwise, resulting from my written or verbal release of information or records provides grounds for disciplinary action, which may include my immediate termination as an employee of the contract vendor.

Signature

Supervisor's Signature

Date

Date

Print Name

Social Security Number

Department of Revenue Sample Confidentiality Agreement

CONFIDENTIALITY AND DISCLOSURE OF STATE RETURNS AND RETURN INFORMATION

As an employee of _____ which is engaged in contract work or subcontract work for the State of Tennessee, Department of Revenue, providing services relating to the processing, storage, transmission and reproduction of state tax returns and/or tax information, I acknowledge that my official duties may involve access to state tax returns, tax information, and/or tax administration information in a variety of formats, such as but not limited to original documents, photocopies of documents, magnetic tapes, transcripts, electronic information accessed by computer, or information obtained during conversations with State employees. I have been advised that state information requires special protection and may only be accessed, used, or disclosed in the performance of my official duties strictly for the purpose outlined in the agreement.

I have read and received copies of portions of the Tennessee Code Annotated which pertain to unauthorized disclosure of state tax returns, tax information, and tax administration information. In particular, I have read and received copies of T.C.A. Sections 67-1-1701-1711. I have been advised that it is unlawful to access or disclose state tax returns, tax information, or tax administration information for any purpose not authorized. I have been advised that these disclosure restrictions continue to apply even after the agreement with the Tennessee Department of Revenue expires. I acknowledge that I have read, understand, and agree to comply with the Tennessee Code sections as described above.

I have been advised of the criminal and/or civil penalties associated with violations of the disclosure statutes as described above. I have read and received copies of T.C.A. Sections 67-1-1701-1711 (copies attached).

I will not access or disclose any state tax return, tax information, or tax administration information in any manner whatsoever, except to the extent, and in a manner specifically permitted by applicable laws, rules, or regulations.

Violation of any of the foregoing requirements will be grounds for penalties as outlined in T.C.A. Sections 67-1-1701-1711.

Contractor

Name (please print)

Location

Signature

Date